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11

12 UNITED STATES BANKRUPTCY COURT  
13  
14 NORTHERN DISTRICT OF CALIFORNIA  
15 SAN FRANCISCO DIVISION

16 In re	)	CASE NO. 19-30089 (DM)
	)	
17 PACIFIC GAS AND ELECTRIC	)	Chapter 11
18 COMPANY,	)	
	)	<b>UNITED ENERGY TRADING, LLC'S</b>
Debtor.	)	<b>MOTION FOR RELIEF FROM THE</b>
	)	<b>AUTOMATIC STAY PURSUANT TO 11</b>
	)	<b>U.S.C. § 362(d)(1); MEMORANDUM OF</b>
	)	<b>POINTS AND AUTHORITIES IN</b>
	)	<b>SUPPORT</b>
	)	
	)	Date: March 7, 2019
	)	Time: 9:30 AM
	)	Judge: Hon. Dennis Montali
	)	Ctrm: 17

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1 TO THE DEBTOR, THE TRUSTEE AND ALL OTHER INTERESTED PARTIES OF  
2 RECORD:

3 PLEASE TAKE NOTICE THAT United Energy Trading, LLC (“UET”) hereby files this  
4 Motion and Memorandum of Points and Authorities in support from the Automatic Stay  
5 pursuant to 11 U.S.C. § 362(d)(1) in the above-entitled Chapter 11 case.

6 This Motion is based on the accompanying Declaration of Leah E. Capritta and Request  
7 for Judicial Notice, the points and authorities set forth below, and on such other and  
8 further evidence and matters that the Court may consider at the hearing of the Motion.

9 PLEASE TAKE FURTHER NOTICE THAT the debtor and respondent Pacific Gas and  
10 Electric Company (the “Debtor” or “PG&E”) may appear personally or by counsel at the  
11 preliminary hearing of this matter. The Debtor will not be required to, but may, file responsive  
12 pleadings, points and authorities, and declarations for any preliminary hearing.

13 **I. INTRODUCTION**

14 UET initiated this lawsuit in May 2015 attempting to hold PG&E accountable for its  
15 many fraudulent business practices which continue largely unabated to this day. As the District  
16 Court’s docket entries demonstrate, UET’s efforts included not only numerous discovery battles  
17 and motions practice, but even an ill-advised and aggressive Rule 11 motion against its attorneys  
18 at the outset of the case. Then, just weeks from trial, PG&E filed its petition before this Court.  
19 The District Court case remains trial-ready and, given the status of this matter, the time is ripe to  
20 grant UET relief from stay so it may finally resolve this matter.

21 **II. STATEMENT OF ISSUE TO BE DETERMINED**

22 1. Whether the Court should modify or lift the automatic stay to permit UET to  
23 liquidate its claims against Debtor PG&E by advancing the case currently pending in the District  
24 of Northern California, styled *United Energy Trading, LLC v. Pacific Gas and Electric*  
25 *Company, et al.*, Case No. 3:15-CV-02383 (RS) (the “District Court Case”).

26 **III. STATEMENT OF FACTS**

27 In 1995, California deregulated its retail gas commodity market, giving residential and  
28 small commercial customers of choice from whom to buy natural gas, referred to as the “Core

1 Gas Aggregation Program.” (Declaration of Leah E. Capritta (“Capritta Decl.”) Ex. 1, ¶¶ 26-27.)

2 Under this program, non-utility companies, called Core Transport Agents or “CTAs,” deliver  
3 volumes of gas to PG&E’s Citygate for use by the CTAs’ customers. PG&E then delivers the  
4 gas to homes and businesses throughout Northern California. (*Id.*, ¶ 4.)

5 CTAs must pay PG&E both for storage and transportation of the gas (even if the CTA  
6 does not use PG&E for these services). (*Id.*, ¶ 59.) Customers also pay PG&E for storage and  
7 transportation as well as certain franchise fees. (*Id.*) In addition, PG&E itself continues to sell  
8 natural gas; that is, it competes with the CTAs. Creditor UET is one such CTA, and continues to  
9 operate in PG&E’s territory, as it has since 2010. (*Id.*, ¶ 30.)

10 As a convenience to the consumer, a CTA may elect by right to use Consolidated PG&E  
11 Billing, and nearly all CTAs exercise this right. (*Id.*, ¶ 35.) With Consolidated Billing, PG&E  
12 sends one bill (called an “energy statement” or a “blue bill”) to the customer containing PG&E’s  
13 delivery charges as well as the CTA’s gas commodity charges, all of which are set forth on the  
14 first page together with a total amount for the customer to pay. (*Id.*) The customer makes one  
15 payment to PG&E, at which point PG&E is supposed to send to the CTA its portion of the  
16 payment. (*Id.*) Aside from providing its rate for the gas to PG&E, the CTA exercises no control  
17 over the billing or collection process. (*Id.*, ¶¶ 45, 132.)

18 At all relevant times, PG&E similarly exercised total control over the information  
19 provided to CTAs about the status of their customer accounts. (*Id.*, ¶ 45.) PG&E generates both a  
20 daily billing report, showing which customers have been billed and the amount that PG&E billed  
21 on the CTA’s behalf, and a daily payment report, showing only the amount of money that PG&E  
22 elects to distribute to the CTA for any customer. (*Id.*, ¶¶ 46-62.) PG&E also disseminates  
23 monthly snapshot reports collating the information in the daily billing and payment reports and  
24 providing an aging summary of the debt owed to the CTA. (*Id.*, ¶¶ 46-50.)

25 Finally, PG&E sends a monthly reversal file ostensibly listing accounts “reversed” by  
26 PG&E. (*Id.*, ¶¶ 46-62.) The reversal indicates to the CTA that the customer has been  
27 disconnected or has moved outside of PG&E’s territory, and the CTA may now initiate its own  
28

1 collection efforts. (*Id.*) The reversal terminates the CTA's business relationship with the  
2 customer. (*Id.*)

3 Notably, none of these reports showed the total owed by the customer or paid by the  
4 customer. (*Id.*) At all times relevant to the District Court Case, PG&E refused to provide any  
5 other information to the CTAs (including UET) about their joint customers. (*Id.*, ¶ 73.) Debtor  
6 PG&E's billing and collections system, called "CC&B," serves as the accounting system for the  
7 blue bills sent to the customers, the payments received from the parties' joint customer, the  
8 payments sent to the CTAs, as well as the reports generated for the CTAs. (*Id.*, ¶¶ 46-62.)  
9 CC&B is a complicated Oracle-based system modified by Debtor PG&E for its services. (*Id.*)  
10 CC&B utilizes a complicated process for generating blue bills and allocating payments between  
11 Debtor PG&E and CTAs. (*Id.*)

12 On May 28, 2015, UET filed a lawsuit against Debtor in the United States District Court  
13 for the Northern District of California against Debtor PG&E in connection with PG&E's  
14 fraudulent and deceptive behavior in acting as UET's billing and collection agent. (Capritta  
15 Decl., ¶ 3.) The Complaint alleges that Debtor PG&E engages in three schemes involving the  
16 CC&B system. The Payment Withholding Scheme alleges that PG&E retains customer  
17 payments in an unlawful manner that tells, inter alia, that the customer simply has not paid.  
18 (Capritta Decl., Ex. 1, ¶¶ 46-62.) The Energy Credit Scheme alleges that Debtor PG&E presents  
19 energy credits (that PG&E owes to the customer) on the blue bills in manner that informs the  
20 customer not to pay (or to partially pay) the CTA's gas charges. (*Id.*) PG&E's reports to the  
21 CTA then lead the CTA to believe that the customer is delinquent (when in fact the customer  
22 paid in full or made an appropriate partial payment). (*Id.*, ¶¶ 63-74.) In the Reversal Scheme,  
23 PG&E reverses accounts even though the customer has paid PG&E or under other unlawful  
24 circumstances. (*Id.*, ¶ 76.) The Second Amended Complaint (the operative pleading) alleged  
25 claims under RICO, the Sherman Act, intentional and negligent misrepresentation, intentional  
26 interference with contract, breach of contract, breach of fiduciary duty and violation of the  
27 California Unfair Competition Law. (*Id.*, ¶¶ 89-183.) Judge Richard Seeborg presides over the  
28 District Court Case. (Capritta Decl., ¶ 2.)

1 The District Court Case presents complicated fact patterns over several different  
2 divisions within Debtor PG&E, a series of complex business torts, and a rubric of procedural and  
3 discovery wrangling. (Capritta Decl., ¶ 3.) The parties deposed over 20 individuals, exchanged  
4 hundreds of thousands pages of documents. (Capritta Decl., ¶ 4.) In addition, the parties  
5 analyzed millions of transactions from tens of thousands of accounts from the CC&B system,  
6 itself a remarkably complex program. (Capritta Decl., ¶ 5.) The parties disclosed and deposed  
7 several forensic accountants, economists, and other experts. (Capritta Decl., ¶ 6.) The District  
8 Court presided over many of these discovery issues. (Capritta Decl., ¶ 7.)

9 The interplay between the regulatory environment and the legal framework for many of  
10 the business torts alleged in the complaint create an additional complexity. (Capritta Decl., ¶ 8.)  
11 The California Public Utilities Commission regulates both the CTAs and PG&E and issued  
12 decisions at various times on which both parties rely for their legal positions. (Capritta Decl., ¶  
13 8.) The District Court, accordingly, familiarized itself with these complicated issues. (Capritta  
14 Decl., ¶ 8.)

15 On January 22, 2018, the District Court ruled on the parties' competing motions for  
16 summary judgment, with the majority of UET's claims surviving for trial. (Capritta Decl., ¶ 9.)  
17 The District Court's Order, in fact, contained several key rulings on how the parties were to  
18 address the regulatory environment at trial. (Capritta Decl., ¶ 10.) On October 16, 2018, the  
19 District Court denied the parties' dueling motions under Fed. R. Evid. 702 and *Daubert v.*  
20 *Merrell Dow Pharm., Inc.*, 509 U.S. 579, 589 (1993). (Capritta Decl., ¶ 11.) That is, the District  
21 Court resolved all significant legal issues prior to trial. (Capritta Decl., ¶ 12.)

22 On January 29, 2019, the Debtor filed the instant Chapter 11 Petition as Case No. 19-  
23 30089 (DM). (Dkt. 1.)<sup>1</sup> At the time of this bankruptcy filing, the following matters pending  
24 before the District Court:

25 \_\_\_\_\_  
26 <sup>1</sup> In addition, on November 27, 2018, the parties attended a settlement conference with Magistrate  
27 Judge Elizabeth D. Laporte, from which productive settlement discussions remained ongoing. On  
28 or about December 20, 2018, the parties created a terms sheet, and worked thereafter to create a  
settlement agreement. On January 15, 2019, PG&E published a notice of its intent to initiate this  
proceeding, and the parties suspended settlement discussions. On May 6, 2019, after inquiry from  
UET, PG&E confirmed it was "not in a position at this time to discuss settlement of the claims at  
issue."

- a. Parties' Pre-Trial Conference set for February 27, 2019;
- b. Motions in Limine; and
- c. Trial set for March 11, 2019.

(Capritta Decl., ¶ 13.)

On February 5, 2019, the District Court vacated the pretrial conference and the trial, effectively staying the case while PG&E worked its way through the reorganization process.

(Capritta Decl., ¶14.)

Given the complex nature of the torts alleged, UET's claims remain unliquidated. (Capritta Decl., ¶15.) In 2017, when UET disclosed the reports of its experts, its damages totaled approximately \$7 million; however, given the on-going nature of PG&E's actions, that sum is likely now significantly higher. (Capritta Decl., ¶15.) In addition, because PG&E's actions are both fraudulent and intentional, the possibility of exemplary damages and an award of fees and costs exists. (Capritta Decl., ¶16.)

#### IV. LEGAL STANDARD

Pursuant to section 362(a) of the Bankruptcy Code, a bankruptcy filing imposes an automatic stay of all litigation against the debtor. 11 U.S.C. § 362(a). However, a creditor may move for relief from automatic stay under 11 U.S.C. § 362(d), which provides that a bankruptcy court "shall grant relief from the stay" upon a showing of "cause." 11 U.S.C. § 362(d); *In re Tucson Estates, Inc.*, 912 F. 2d 1162, 1166 (9th Cir. 1990). Specifically, Bankruptcy Code § 362(d) provides that:

On request of a party in interest after notice and a hearing, the court shall grant relief from the stay provided under subsection (a) of this section, such as by terminating, annulling, modifying, or conditioning such stay:

- (1) for cause, including the lack of adequate protection of an interest in property of such party in interest; or
- (2) with respect to a stay of an act against property under subsection (a) of this section if:
  - (A) the debtor does not have any equity in such property and,
  - (B) such property is not necessary to an effective reorganization.



1 “Cause” has no clear definition and is determined on a case-by-case basis. *In re Tucson*  
2 *Estates, Inc.*, 912 F.2d at 1166. Granting or denying relief from stay is a matter of the court’s  
3 discretion and often involves consideration of numerous factors. *In re Kronemyer*, 405 B.R. 915  
4 (9th Cir.BAP 2009). Those factors include:

- 5 1. Will relief result in partial or complete resolution of the issues?
- 6 2. Is there a lack of any connection with or interference with the  
7 bankruptcy case?
- 8 3. Does the foreign proceeding involve the debtor as a fiduciary?
- 9 4. Has a special tribunal been established to hear the particular  
10 cause of action and does that tribunal have the expertise to hear  
11 such cases?
- 12 5. Has the debtor’s insurance carrier has assumed financial  
13 responsibility?
- 14 6. Does the action involve third parties and the debtor functions  
15 only as a bailee or conduit?
- 16 7. Would litigation in the other forum prejudice the interests of  
17 other creditors, the creditors committee and other parties?
- 18 8. Would the judgment claim arising from the foreign action be  
19 subject to equitable subordination?
- 20 9. Would success in the nonbankruptcy forum result in a lien  
21 avoidable under the bankruptcy code?
- 22 10. Would the interests of judicial economy and expeditious and  
23 economical determination of litigation be achieved?
- 24 11. Have the foreign proceedings progressed to where the parties  
25 have prepared for trial?
- 26 12. What is the impact of the stay on the parties and the “balance  
27 of hurt”?

23 The Ninth Circuit has recognized that “the *Curtis* factors are appropriate, nonexclusive,  
24 factors to consider in deciding whether to grant relief from the automatic stay to allow pending  
25 litigation to continue in another forum.” *In re Kronemyer*, 405 B.R. at 921. While the *Curtis*  
26 factors are widely used to determine the existence of “cause,” not all of the factors are relevant in  
27 every case, nor is a court required to give each factor equal weight. *In re Plumberex*, 311 B.R.  
28 551, 560 (2004). Accordingly, factors 5, 8, and 9 are not relevant here and will not be discussed.

1 According to the court in *Curtis*, “[t]he most important factor in determining whether to  
2 grant relief from the automatic stay to permit litigation against the debtor in another forum is the  
3 effect of such litigation on the administration of the estate. Courts in the Ninth Circuit have  
4 granted relief from the stay under § 362(d)(1) when necessary to permit pending litigation to be  
5 concluded in another forum “if the non-bankruptcy suit involves multiple parties or is ready for  
6 trial.” *In re Baleine*, LP, BK 13-27610 MH, 2015 WL 5979948, at \*7 (C.D. Cal. Oct. 13, 2015)  
7 (citing *Plumberex*, 311 B.R. at 556).

8 **V. ARGUMENT**

9 Cause exists here to grant UET relief from the automatic stay under § 362(d)(1) so that it  
10 may continue to pursue its claims against Debtor PG&E in the District Court Case. Upon  
11 evaluating these factors, it is clear that they tip heavily in favor of granting relief from the  
12 automatic stay.

13 **A. WHETHER RELIEF WILL RESULT IN COMPLETE RESOLUTION OF**  
14 **THE ISSUES**

15 Lifting the stay will allow the District Court Case to proceed in a forum in which  
16 complete resolution will be obtained. The District Court has presided over the District Court  
17 Case since May 2015. It now involves one defendant—Debtor PG&E—and one plaintiff, and  
18 several state-law business torts, and the District Court maintains jurisdiction over not only the  
19 parties but the claims at issue, none of which impact this Court’s inquiries about the wildfires or  
20 PG&E’s restructuring of its debt. Accordingly, the first factor tips in favor of the stay.

21 **B. LACK OF INTERFERENCE WITH THE BANKRUPTCY CASE**

22 The lack of any connection with or interference with the bankruptcy case is “[t]he most  
23 important factor in determining whether to grant relief from the automatic stay.” *In re Curtis*, 40  
24 B.R.795 (Bankr. D. Utah 1984). Here, lifting the stay will not negatively affect the bankruptcy  
25 case. The bankruptcy case largely involves the reorganization of PG&E’s debt and, to no small  
26 extent, the management of its liability for wildfire claims and other liability for personal injury  
27 and losses. In contrast, the District Court Case alleges tort claims based on UET and the  
28

1 Debtor's business relationship and day-to-day dealings, which do not implicate the issues arising  
2 in the bankruptcy proceeding.

3 Further, nothing in the District Court Case will impede the Trustee's ultimate duty to  
4 allocate assets among Debtor PG&E's various creditors. Indeed, the Trustee will maintain the  
5 ability to liquidate and administer the Debtor's estate. *See In re Baleine*, 2015 WL 5979948, at  
6 \*8.

7 "The automatic stay was never intended to preclude a determination of tort liability and  
8 attendant damages." *In re Todd Shipyards Corp.*, 92 B.R. 600, 303 (Bankr. D. N.J. 1988). "It  
9 was merely intended to prevent a prejudicial dissipation of debtor's assets." *Id.*

10 In addition, litigation costs to a bankruptcy estate do not compel a court to deny stay  
11 relief. *In re Baleine*, 2015 WL 5979948, at \*9 (citing *In re Santa Clara Cnty. Fair Ass'n*, 180  
12 B.R. 564, 566 (B.A.P. 9th Cir. 1995)). Here, however, the District Court Case is unlikely to  
13 cause significant additional financial burden on the Debtor, which will need to either litigate  
14 UET's claims here or in the District Court. Indeed, proceeding before the District Court will  
15 likely conserve resources given the District Court's familiarity with the issues and the advanced  
16 stage of the case. This factor weighs in favor of granting relief from the automatic stay.

17 **C. DEBTOR PG&E IS A FIDUCIARY**

18 One of UET's strongest claims against Debtor PG&E involve Debtor PG&E's status as a  
19 fiduciary to UET. UET alleges, and the District Court already found that, Debtor PG&E's role  
20 as UET's billing and collections agent constitutes a fiduciary relations. That is, UET alleges that  
21 Debtor PG&E exercise total control over CC&B and yet improperly bills their joint customers,  
22 improperly retains payments owed to UET and provides false information to UET about those  
23 joint customers' accounts, all in breach of Debtor PG&E's fiduciary duty. Lifting the stay, then,  
24 will be particularly important given the effects of Debtor PG&E's actions upon Debtor PG&E  
25 and UET's customers in Northern California. Accordingly, this factor weighs in favor of UET.

26 **D. THE DISTRICT COURT HAS THE EXPERIENCE AND EXPERTISE TO**  
27 **RESOLVE UET'S CLAIMS**

1 Notably, the District Court Case represents one of four similar cases filed by CTAs in the  
2 Northern District of California against PG&E. While two settled months before Debtor PG&E  
3 filed this action, another one—*Tiger Natural Gas, Inc. v. PG&E, et al.*—remains in litigation.  
4 Magistrate Judge Sallie Kim presided over discovery disputes in each of these cases, and both  
5 Judge White (who presides over the Tiger Action) and Judge Seeborg have rendered substantive  
6 decisions. Accordingly, although the District Court is not a specialized tribunal, it nevertheless  
7 acquired a particular expertise with regard to the legal, regulatory and factual issues at play in  
8 the District Court Case. While bankruptcy courts also have experience applying the law of other  
9 courts, the amount of time and resources that have already been devoted to the case in the  
10 District Court puts it in the best position to continue hearing the case. This factor also tips in  
11 favor of lifting the automatic stay.

12 **E. THE DISTRICT COURT CASE INVOLVES THIRD PARTIES AND**  
13 **DEBTOR PG&E IS A CONDUIT OF NATURAL GAS**

14 As noted above, Debtor PG&E acts as an intermediary billing agent between UET's gas  
15 customers (who also use PG&E's gas transportation system and are likely PG&E's electrical  
16 customers) and UET. As result, when a customer pays PG&E, the likely expectation is that  
17 PG&E will pay to UET its portion of the customer's payment. Similarly, when Debtor PG&E  
18 sends the customer a bill showing either an amount due or that a payment was made, the natural  
19 expectation by the customer is that the bill is accurate. However, as alleged in the District Court  
20 Case, the customer in fact receives inaccurate the billing and payment information. The District  
21 Court Case, involves third parties; accordingly, the interest of the public will be served in  
22 permitting UET's claims to proceed before the District Court. The ramifications of Debtor  
23 PG&E's behavior upon customers tilts this factor in favor of lifting the stay.

24 **F. THE UET LITIGATION WILL NOT PREJUDICE OTHER CREDITORS**

25 Allowing UET to proceed with its claims will not prejudice creditors of the estate. As  
26 discussed above, the bankruptcy estate cannot be negatively impacted by lifting the stay in the  
27 District Court Case nor will other creditors of the bankruptcy estate would be prejudiced by  
28 granting relief from stay. Accordingly, this factor weighs in favor of granting relief from stay.

1           **G. JUDICIAL ECONOMY WEIGHS IN FAVOR OF RELIEF FROM STAY**

2           The conclusion of UET's claims against the Debtor in the District Court Case is in the  
3 interest of judicial economy because the District Court has been involved with the case since its  
4 filing in May 2015.

5           Courts consider the relative amount of fees in the foreign proceeding as compared to the  
6 bankruptcy action and the amount of time and resources it would require the bankruptcy court to  
7 become fully apprised of the issues in the foreign action. *In re Baleine, LP*, at \*11. Here, the  
8 District Court gained familiarity with all aspects of the District Court Case (as well as the Tiger  
9 Action) including the interrelated regulatory and legal issues and the complex discovery  
10 background.

11           Addressing UET's claims before the Bankruptcy Court would not further judicial  
12 economy given the time and resources that would be required to onboard a new judge to become  
13 familiar with the complex legal and factual issues, as well as the complicated discovery  
14 background, of the case. Lifting the stay will also prevent the parties from litigating the case in  
15 piecemeal fashion. *See In re Baleine, LP*, at \*11. Further, at the conclusion of the District Court  
16 action, the Bankruptcy Court can determine priority issues and how to divide the assets of the  
17 estate. *See In re Baleine, LP*, at \*11 (affirming that it is "more appropriate" for the non-  
18 bankruptcy court "to first determine the non-bankruptcy issues, *i.e.*, whether a claim exists and  
19 the damages therein, if any. After such determination, then the bankruptcy issues become  
20 relevant.") Granting relief from the stay would efficiently liquidate UET's claims against all  
21 defendants in one forum.

22           **H. PROGRESS OF LITIGATION IN THE DISTRICT COURT CASE**

23           Prior to the commencement of Debtor's Chapter 11 case, the District Court scheduled  
24 trial to begin on March 11, 2019 (just six weeks after PG&E filed its Petition before this Court),  
25 with all significant motions practices resolved. Indeed, the District Court developed a particular  
26 expertise in the technology involved, the legal theories at issue, and the various discovery issues  
27 between the parties. Accordingly, this factor heavily weighs in favor of granting relief from the  
28 automatic stay.

1           **I. A BALANCING OF THE RELATIVE HARDSHIPS WEIGHS IN FAVOR**  
2           **OF GRANTING RELIEF FROM STAY**

3           The balance of the hardships tilts sharply in favor of granting UET relief from the  
4           automatic stay to liquidate their claims in the District Court Case as the litigation has already  
5           proceeded through discovery and to the pre-trial phase. It would be impractical for the  
6           Bankruptcy Court to address the claims at issue in the District Court Case due to the nature of  
7           the claims and progress of the case in the District Court.

8           While the Debtor may incur litigation expenses, incurrence of litigation expenses does  
9           not weigh against the liquidation of tort claims in another forum. *See In re Todd Shipyard, supra*,  
10          at 603. The Debtor would not experience significant hardship in proceeding with the District  
11          Court Case at this juncture; the hardship, instead, lies with UET, who has spent the last four  
12          years litigating this case to the brink of trial, only to be stayed by Debtor's Chapter 11 case. The  
13          on-going nature of PG&E's fraudulent acts exacerbate the hardship to UET.

14          PG&E's progress before this Court underscores the hardship to UET and the lack of  
15          hardship to PG&E itself. Here, the Court recently ended the exclusivity period to allow certain  
16          creditors to submit a plan (Dkt. 4167) and denied PG&E's recent motion to extend its exclusivity  
17          period (Dkt. 4005). That is, the Court has provided PG&E a full and fair opportunity to  
18          assemble and propose its plan without distraction from other litigation. Accordingly, the passage  
19          of time irradiated whatever hardship PG&E may have felt, and now appears to be opportune for  
20          permitted UET relief.

21          Therefore the Court should grant UET's Motion for Relief from Stay and allow the  
22          District Court Case to proceed.

23          **VI. CONCLUSION**

24          For the foregoing reasons, and based upon the evidence set forth in this Motion, the  
25          Court should grant relief from the automatic stay to allow UET to pursue its claims against the  
26          Debtor in the District Court Case.

1 DATED: October 18, 2019

2 Respectfully submitted,

3 HOLLAND & KNIGHT LLP

4 By: /s/ Leah E. Capritta  
5 Leah E. Capritta

6 *Attorneys for United Energy Trading, LLC*

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